

PART I – THE SCHEDULE
SECTION H -SPECIAL CONTRACT REQUIREMENTS

H.1 INITIATION OF ACTIVITIES

This solicitation will be awarded as one of several Basic Ordering Agreements for personal defensive weapons. In accordance with FAR 16.505(b), determining the procedures for providing awardees a fair opportunity for consideration, the Contracting Officer shall exercise broad discretion and may consider such factors as the ability to operate in a given area or region, ability to deliver, the quality of technology refreshments, the contractor's past performance, the quality of deliverables, price, or other factors that the Contracting Officer, in the exercise of sound business judgement, believes are relevant to the placement of orders. The Contracting Officer need not request written proposals or conduct discussions with multiple contractors before issuing orders unless the Contracting Officer determines such actions to be in the best interest of the Government.

However, the following are basic guidelines for the determination for issuing orders:

- a) For purchase of additional quantities of current equipment (or equipment that is required to work with current equipment) – orders will be given to the Original Equipment Manufacture (OEM) and/or those companies who can prove compatibility and show good past performance on that compatibility;
- b) Maintenance of equipment – orders will be given to the OEM;
- c) New equipment –orders will be competed.

a. Implementation by Delivery Order

- (1) Work under this contract shall be initiated only by issuance of fully executed "Delivery Orders". The final Delivery Order should contain: the date of the order, the contract number, quantities and unit prices, delivery date(s), place of delivery, accounting and appropriation data, and any other pertinent information. Each Delivery Order shall be initiated and signed by the Contracting Officer. The Delivery Order shall then be signed by the Contractor.
- (2) The Contractor is hereby notified to honor only written Delivery Orders signed by the Contracting Officer.
- (3) When mailed, a Delivery Order shall be considered to be issued for the purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivery to the Contractor. The Contractor shall not start work on any Delivery Order without receiving a signed delivery order or authorized verbally to begin work by the Contracting Officer (exclusively).

b. Definition of Work by Delivery Order

Each Delivery Order will include, at a minimum, the following information:

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- (1) date of order;
- (2) Basic Ordering Agreement number and Delivery Order number;
- (3) CLIN, description, quantity and contract price;
- (4) Appropriation and accounting data;
- (5) Delivery schedule;
- (6) Place of delivery;
- (7) Packaging, packing and shipping instruction (if applicable);
- (8) Any other information deemed to be pertinent.

c. Deliverable Items

All reports, as required elsewhere in this contract (or required in a Delivery Order), must be submitted electronically to the Government in the ICE's current word processing package. All reports are to be delivered to the Contracting Officer's Technical Representative and shall include the Contract Number. Additional reports may be requested as authorized in a fully executed Delivery Order.

H.2 ORDERING DATA

Any supplies/services to be furnished under this contract shall be ordered by the issuance of delivery orders by the individuals or activities designated herein. Such orders may be issued from the date of contract award through contract expiration, including any option periods which may be exercised by the Government. Oral orders, when issued, will contain the following data:

- a. Date of order;
- b. Contract number and order number;
- c. Item number, description, quantity ordered and contract price;
- d. Delivery Schedule;
- e. Place of Delivery;
- f. Packaging, packing and shipping instructions;
- g. Accounting and appropriation data;
- h. Any other pertinent data;

Individuals authorized to issue deliver orders, and the limits of their purchase authority are shown below:

Contracting Officer

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H.3 AUTHORITY TO OBLIGATE THE GOVERNMENT

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract of specific authorization from the Contracting Officer.

The Contractor and its personnel agree that, in addition to any other actions ICE may be entitled to utilize or employ, contract personnel who fail to cooperate fully with any inquiry or investigation, or who fail or refuse to perform any duty under this contract, may immediately and without advance notice have their security clearance suspended or revoked, be removed from the worksite, be released from their contractual duties, or any and all relief appropriate under the circumstances. In the event that any such action is taken, neither the contractor nor its personnel are entitled to be informed of the basis for the action. Such notice is within the sole discretion of the ICE.

H.4 ADMINISTRATIVE INQUIRIES

The Contractor and all contractor employees and personnel participating in the performance of this contract shall comply with the following ADMINISTRATIVE INQUIRIES provision. Accordingly, the Contractor shall obtain, and make available upon request by the Contracting Officer, a certification, signed by each contract employee participating in the performance of this contract, attesting to the fact that they have been apprised of and will comply with the ADMINISTRATIVE INQUIRIES provision as stated herein.

- a. It is essential that ICE personnel and personnel of the contractors who support ICE be of the highest ethical caliber.
- b. The Contractor and its personnel agree that an inspector or investigator of the ICE, Department of Homeland Security (DHS), or any other duly authorized organization or entity shall have the right to conduct any and all inquiries or investigations deemed appropriate by such organizations or entities. The Contractor and its personnel agree to cooperate fully, to the best of their ability, with any such inquiry or investigation.
- c. The Contractor and its personnel agree that persons performing such investigations or inquiries have the right to question the contractor and its personnel. The Contractor and its personnel agree to respond fully and truthfully to such questioning and to provide sworn statements, declarations, or affirmations, as requested. Contract personnel retain their constitutional protection against compelled self-incrimination. However, if the subject of the questioning is informed that the questioning being conducted is for

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administrative, security, and/or contractual purposes, and that statements made by the subject cannot be used against the subject in any criminal prosecution (except in cases where the subject is criminally prosecuted for knowingly and willfully providing false information), the subject is required to respond to questioning in accordance with this provision.

- d. The Contractor and its personnel agree that there is not expectation of privacy in any ICE assigned work spaces or equipment including but not limited to, desk, file cabinets or containers of any kind, computers and any storage media, or any such spaces or equipment provided by the contractor or its personnel for use in ICE facilities or premises, and further agree that any such space or equipment may be searched with or without notice to the Contractor and its personnel.
- e. The Contractor shall inform its employees of their duties under this contract. The Contractor and its personnel agree that, in addition to any other actions ICE may be entitled to utilize or employ, contract personnel who fail to cooperate fully with any inquiry or investigation, or who fail or refuse to perform any duty under this contract, may immediately and without advance notice have their security clearance suspended or revoked, be removed from the worksite, be released from their contractual duties, or any and all relief appropriate under the circumstances. In the event that any such action is taken, neither the contractor nor its personnel are entitled to be informed of the basis for the action. Such notice is within the sole discretion of the ICE.